

END USER LICENSE AGREEMENT FOR VBCONVERSIONS SOFTWARE.

IMPORTANT-READ CAREFULLY: VBConversions ("VBC") has created this End-User License Agreement ("EULA") to formalize its relationship with You, the user. The EULA is a legal document between You and VBC which is governed by certain terms and conditions. You understand and agree that by clicking the "I agree" button or by installing, accessing or using the software, products, services, applications and associated documentation (collectively, the "Software Products") you will be bound by these terms and conditions. If you act on behalf of a business or organization, you represent and warrant that you have the authority to bind that business organization to these terms and your agreement to these terms will be treated as the agreement of the business or organization.

The Software Products also includes any software updates, add-on components, web services and/or supplements that VBC may provide to You or make available after the date You obtain Your initial copy of the software. To the extent that such items are not accompanied by a separate license agreement or terms of use, by installing, copying, downloading, accessing or otherwise using the software, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install, access or use the software product.

SOFTWARE PRODUCT LICENSE

The Software Product is protected by intellectual property laws and treaties. The Software Product is licensed, not sold.

1. GRANT OF LICENSE. This Section of the EULA describes Your general rights to install and use the Software Product. The license

rights described in this Section are subject to all other terms and conditions of this EULA.

General License Grant to Install and Use Software Product. You may install and use one copy of the Software Product on a single computer, device, workstation, terminal, or other digital electronic or analog device ("Device"). A license for the Software Product may not be shared. VBC grants You a revocable, limited, non-transferable, non-exclusive license to use the Software Products.

Reservation of Rights. All rights not expressly granted are reserved by VBConversions LLC, a California limited liability company.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse Engineering, Decompiling, and Disassembly. You may not reverse engineer, decompile, or disassemble, modify or create derivative works of the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Trademarks. This EULA does not grant You any rights in connection with any trademarks or service marks of VBC.

No rental, leasing or conversion services. You may not rent, lease, lend or provide conversion services to third parties with the Software Product.

Support Services. VBC may provide You with support services related to the Software Product ("Support Services"). Any supplemental software code provided to You as part of the Support Services are considered part of the VBC Product and subject to the terms and conditions of this EULA. You

acknowledge and agree that VBC may use technical information You provide to VBC as part of the Support Services for its business purposes, including for product support and development. VBC will not utilize such technical information in a form that personally identifies You.

Termination. Without prejudice to any other rights, VBC may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Software Product and all of its component parts.

3. UPGRADES.

Standard Software Product. If the Software Product is labeled as an upgrade, You must be properly licensed to use a product identified by VBC as being eligible for upgrade in order to use the Software Product. A Software Product labeled as an upgrade replaces or supplements (and may disable) the product that formed the basis for Your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the Software Product is an upgrade of a component of a package of software programs that You licensed as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one Device.

4. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product are owned by VBC or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective

content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants You no rights to use such content. If this Software Product contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software Product.

5. BACKUP COPY. After installation of one copy of the Software Product pursuant to this EULA, you may keep the original media on which the Software Product was provided by VBC solely for backup or archival purposes. If the original media is required to use the Software Product on the Device, you may make one copy of the Software Product solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software Product or the printed materials accompanying the Software Product.

6. EXPORT RESTRICTIONS. You acknowledge that the Software Product is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments

7. APPLICABLE LAW. In any dispute arising out of or relating to this Agreement, it is agreed and acknowledged that the sole and exclusive venue for resolution shall be the Superior Court for the County of Los Angeles or the United States District Court for the Central District of California. This license shall be deemed to have been executed within the State of California, in the United States of America. It shall be construed and enforced in accordance with and governed by the laws of the State of California without regard to conflicts of laws principles thereof. The parties hereto expressly agree to be subject to the personal jurisdiction of the above mentioned courts. The application of UCITA and United Nations

Convention on Contracts for the International Sale of Goods is expressly excluded.

8. LIMITED WARRANTY

LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE US AND CANADA. VBConversions warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the SOFTWARE PRODUCT, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by VBC, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software Product does not meet VBC's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy

fails of its essential purpose. The terms of Section 10 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

YOUR EXCLUSIVE REMEDY. VBC and its suppliers' entire liability and your exclusive remedy shall be, at VBC's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Software Product, or (b) repair or replacement of the Software Product, that does not meet this Limited Warranty and that is returned to VBC with a copy of your receipt. You will receive the remedy elected by VBC without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software Product to VBC). This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by VBC are available without proof of purchase from an authorized international source

9. DISCLAIMER OF WARRANTIES. THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VBCONVERSIONS AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) *AS IS AND WITH ALL FAULTS*, AND HEREBY DISCLAIM ALL

OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

10. AUDIT RIGHTS. During the term of this EULA and for three (3) years after termination or expiration of the EULA for the applicable Software has expired, You agree to maintain accurate records as to your installation and use of the Software, sufficient to provide evidence of compliance with the terms of this EULA. VBConversions, or an independent third party designated by VBConversions, may audit, upon written notice to You, your books, records, and computing devices to determine your compliance with this EULA and your payment of the applicable license fees, if any, for the Software. VBConversions may conduct no more than one (1) audit in any twelve (12) month period. In the event that any such audit reveals an underpayment by You of more than five percent (5%) of the license amounts due to VBConversions in the period being audited, or that You have breached any term of the EULA, then, in addition to paying to VBConversions any underpayments for Software license fees and any other remedies VBConversions may have, You will promptly pay to VBConversions the audit costs incurred by VBConversions.

11. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW, IN NO EVENT SHALL VBCONVERSIONS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF VBCONVERSIONS OR ANY SUPPLIER, AND EVEN IF VBCONVERSIONS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. LIMITATION OF LIABILITY AND REMEDIES.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF VBCONVERSIONS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY VBCONVERSIONS WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S. \$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 6, 7, AND 8 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

13. REGISTRATION / USAGE INFORMATION. When you use this software, and also when you register or uninstall this software, the following information about our software and your computer is recorded into the VBC and/or our 3rd party User Registration Tracking Company Database: Product Name, Version, Registration Key, Computer Name, Computers Internal IP address, Username logged onto Computer, Operating System's Registered Owner, Operating System's Registered Organization, Name, Organization Name, Email Address (as entered on the registration screen), total number of lines converted, installation date, and email addresses. Additionally, your organization's public IP address and hostname is recorded by VBC and/or the 3rd party Tracking database in California. The above information may also be posted to VBC and/or our 3rd party user registration database in California on a regular periodic basis in order to update our registered user usage records. After every project conversion, the project name, number of lines of original and converted code, CLR version number, number of lines with compiler errors, number of compiles, conversion time, and assembly info (title, description, company, product, copyright, trademark), may also be recorded by VBC and/or our 3rd party User Registration tracking company in California.

VBC assures the user, that the above information will be securely stored, and maintained with the utmost care by VBC and our 3rd party User Registration tracking company in California. By installing and/or registering and/or using this software, you agree that VBC or our 3rd party User Registration tracking company in California should not be held liable in any manner, if the security of this information is compromised in any manner. To the extent not prohibited by law, in no event will VBC or our 3rd party User Registration tracking company in California, and ours and its licensors be liable for any lost revenue, profit or data, or for special, indirect, consequential, incidental or punitive damages,

however caused regardless of the theory of liability, arising if the security of this information is compromised in any manner, even if VBC and our 3rd party User Registration tracking company in California has been advised of the possibility of such damages. Only install this software, if you agree to have this information recorded by VBC to our 3rd party User Registration tracking company in California.

BY INSTALLING AND/OR UNINSTALLING AND/OR REGISTERING AND/OR USING THIS SOFTWARE, YOU AGREE THAT YOU GRANT VBC YOUR FULL AND UNCONDITIONAL PERMISSION TO RECORD THIS INFORMATION ITSELF AND TO OUR 3RD PARTY USER REGISTRATION TRACKING COMPANY IN CALIFORNIA.

14. COPYRIGHT INFRINGEMENT: You agree not to infringe VBC's copyright of this software. Reproduction, preparation of derivative works (adaptation), distribution or display of the software is prohibited, except to the extent permitted by this license. Your continued usage of the program is expressly conditioned upon your adherence to the terms and conditions of this license. Any activity which exceeds the scope of the license is deemed to infringe the copyright of VBC and will result in revocation of the license and may subject you to civil liability. Unauthorized copying and exceeding license counts are examples of prohibited conduct. Using illegally generated keys to unlock the software is also a violation of VBC's rights. You agree to only use Registration keys generated online from VBC's website, only use registration keys emailed to you by VBC or our third party order processing Company. You agree that using an illegal or fraudulent registration key to register or unlock the software or reverse engineering, decompiling or disassembling the software makes that software copy illegal and unauthorized and in violation of VBC's rights. (17 U.S.C. §§ 501, 1201, et seq.). In the event of a copyright violation, you acknowledge and agree you are liable for

actual damages, statutory damages, reasonable attorney fees, lost profits, diminution of value of the software, lost license fees, any or all of the aforementioned, including, but not limited to all other costs and expenses incurred by VBC for the loss, according to law. (17 U.S.C. §504, §505).

In the event that Actual Damages are deemed uncertain or difficult to ascertain, the parties acknowledge and agree that a breach of this agreement by use of an illegally generated key to unlock the software or by reverse engineering, decompiling or disassembling the software, as a component of Statutory Damages (at 17 U.S.C. § 504(c)), the fair market value of the resulting conversion shall be fixed at One (\$1.00) Dollar U.S. per line of code converted from Visual Basic to C#. The parties further acknowledge and agree that the aforementioned fixed value is not to be deemed a penalty, but is accepted as a compromise which seeks to place a fair value on the product.

15. ENFORCING RIGHTS. The failure of VBC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of the parties as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect.

16. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the Software Product) is the entire agreement between you and VBC relating to the Software Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this

EULA. To the extent the terms of any VBC policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.